

CONTINUUM EMPLOYEE ASSISTANCE ♦ TRAINING ♦ CONSULTING
THREE YEAR CONTRACT
January 1, 2009 - December 31, 2011

CITY OF LINCOLN

This contract is entered into by and between CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called the "City", and the Continuum Employee Assistance ♦ Training ♦ Consulting, a non-profit corporation, hereinafter called "EAP".

WITNESSETH:

WHEREAS, there currently exist "troubled employees" working for the City with personal problems which affect job performance, and

WHEREAS, EAP has established a program of assessment and referral in such areas as alcohol abuse, family, marital, emotional, financial, and legal concerns,

WHEREAS, it is in the best interest of the employees that the City have a program of assisting and rehabilitating "troubled employees."

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and agreements hereinafter contained, it is agreed between the parties as follows:

EAP agrees to provide the following services as appropriate and/or as requested by the City/County Personnel Department.

A. COMPANY SERVICES:

1. Ongoing assistance in maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems which may affect job performance.
2. Ongoing assistance in integrating the Employee Assistance Program with existing City's policies and procedures. Upon request of the City, and EAP Consultant shall participate in scheduled meetings with supervisory personnel as a resource person for job performance and EAP related issues.
3. Review of the City's insurance options currently available to employees.
4. On-Site and online EAP training for supervisors and union representatives on how to work effectively with employees who are not performing satisfactorily. This initial EAP training module for supervisors and union representatives focuses on how to work with an employee with job performance problems and when and how to refer to EAP.

Update meetings with supervisors are available each year to report on activities and clarify the role of the supervisors working with employees with unsatisfactory work performance.

5. The City may also select additional supervisory training options within the contract year. The options are made available to the City and listed as standard supervisory training programs in our training outline packet.

6. Supervisors are invited and may attend other topical training programs offered through the EAP Learning Center at EAP's training facility.
7. Ongoing consultation services for all management and union representatives on how to approach an employee who is not performing satisfactorily. Consultation services include assistance in how to document job performance problems, how to set targets for improvement, how to prepare for a corrective interview, how to evaluate subsequent work performance and when and how to refer an employee to the Employee Assistance Program. EAP consultation services provided before the employee is seen by the EAP are considered company services. Consultation services after the employee contacts EAP are considered client services.
8. On-Site and online Employee Orientations programs are available for all new employees or as a refresher. The City may also select additional employee education workshops within the contract year. The options are made available to the City and are listed as Employee Workshops in our training outline packet.
9. Crisis Response Services in the case of traumatic events. Services include consultation to tailor the response to each event, critical incident stress management, grief and loss intervention, and individual intervention.
10. Substance abuse services for DOT and non-DOT positive drug tests.
11. Publicity materials for employees and family members, such as brochures, posters, monthly newsletters and quarterly featured topics are available. EAP is also available to attend City sponsored health/wellness fairs and benefits meetings.
12. Ongoing coordination with the designated contact person of the City to maintain the program and evaluate its effectiveness.
13. Quarterly reports detailing the number of employees and family members served and program activities; annual reports summarizing the use and activities of the program, client demographics, nature of problems, outcome data, and client satisfaction survey results.

B. CLIENT SERVICES:

1. Counseling services for employees and their family members for a variety of personal problems. EAP direct client services include the following services: assessment, short-term EAP problem-solving, referral to an appropriate community resource for continued care, consultation as needed with the supervisor or union representative noted in the signed release and ongoing consultation and follow-up with the referral source and client to monitor progress.
2. Counseling services are provided in the EAP's office or at the City. Some problem solving may be done over the phone. EAP's WATS line is available to clients residing outside of Lincoln.
3. Twenty-four hour emergency telephone and counseling service to the City's employees and their immediate family members.
4. Work/Life services including information, education, and resources on topics such as parenting, caregiver support and grief. Services may be provided via telephone, mail, e-mail, or face-to face.
5. Legal and Financial services through EAP's networked professionals. Services include a free initial consultation and individuals may receive a 25% discount off rates when retaining a networked provider. These services are not available for matters involving disputes or actions between the employee and employer. A financial and legal website is also made available to the City's employees and their family members.

The City agrees to participate in the following activities which are intended to enhance the effectiveness of its Employee Assistance Program.

1. Ongoing distribution of publicity material to notify employees and family members of the availability of the program.
2. Maintenance of a separate, confidential filing system for confidential correspondence relating to City employees or family members.
3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory and union personnel to encourage referrals to the EAP and subsequent follow-up.
4. Internal coordination and scheduling of supervisory training and employee orientation and education programs.

C. CONTINUUM HELPNET - WEB-BASED WORK/LIFE SERVICES:

1. Continuum HelpNet provides employees and family members access to information, skill building, and assessments in the areas of emotional wellness, family, personal development, health and fitness, school, and management and workplace issues. EAP will provide the Account quarterly reports on the level of use of these services.

These on-line services are not meant to nor can replace the specialized training and judgment of health, mental health, legal, financial or other professionals. This Service is not a substitute for professional treatment or services.

License Terms are as follows:

- A. Continuum sublicense shall grant the Account the non-transferable, non-exclusive right to sublicense access to and use of the website found at the URL www.4Continuum.com (the "Website") for Account employees and eligible family members.
- B. The Account shall acknowledge that the Website is proprietary in nature and that Work Place Options claims all copyright, patent, trade secret and trademark rights granted by law. The sublicense shall prohibit the Account from removing any copyright or trademark notices or confidential legends or identification from the Website.
- C. The Account shall expressly and conspicuously disclaim all express or implied warranties of merchantability and fitness for a particular purpose, shall exclude liabilities for consequential damages and lost profits and shall limit the obligations to the Account to recovery or refund of the sublicense fee paid by the Account.
- D. The sublicense shall state that: Account shall not reverse engineer, disassemble, decompile or otherwise decode by any method the Website in whole or in part for any purpose whatsoever
- E. EAP shall have the right to terminate the sublicense in the event the Account: (a) modifies, distributes or uses Website in a manner not expressly authorized by the sublicense; (b) makes any representations regarding the Website that are not true and correct, or (c) becomes insolvent or commits any act of bankruptcy.
- F. Account agrees that it shall comply with all applicable laws.

The term of this Agreement shall be three years, beginning January 1, 2009 and ending December 31, 2011. At the end of the three year period, the City shall have the option to renew the Agreement for another three year period. If the City opts to renew for an additional three-year period, the fee will be negotiated based upon the last three year's usage. Assuming the employee population at the City remains relatively constant at 1988, EAP fees will be as shown, but can be further negotiated at the time of each annual review if the City's employee population increases or decreases by 10% from the previous year.

Fees for HelpNet Services:

The rate for these services is \$3.00 per employee per year. The initial fee is \$5964 annually for your 1988 employees and covers the period of January 1, 2009 – December 31, 2009. HelpNet fees for year 2 and 3 of the

contract will be billed at the rate of \$3.00 per employee per year based on your employee count at the start of each year.

Fees for EAP Services:

Year One: January 1, 2009 - December 31, 2009
Employee Population: 1988
Fee: \$67,300.00

Year Two: January 1, 2010 - December 31, 2010
Fee: \$67,300.00

Year Three: January 1, 2011 - December 31, 2011
Fee: \$67,300.00

Costs in excess of the latest approved contract or attributable to actions which have not received required approval of the City-County Personnel Department shall not be chargeable against the City and the City shall not be liable for any such unauthorized cost.

EAP shall permit and require its agents and employees to permit the Finance Director of the City or his authorized representative to inspect all work, materials, payroll, records or personnel, invoices of material, and other relevant data and records, and to audit the books, records, and accounts of EAP pertaining to this Contract. EAP shall submit a copy of its annual independent audit to the Finance Director of the City within thirty (30) days of receipt of such audit.

EAP shall not execute any contract or obligate itself in any manner with any third party with respect to the project provided herein without prior written concurrence of the City/County Personnel Department.

In connection with the carrying out of this Contract, EAP shall not discriminate against employees or applicants for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, EAP shall fully comply with the provision of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age or marital status.

During the term of this contract, EAP agrees to comply with the requirements of the Immigration Reform and Control Act of 1986.

Neither EAP nor any of its contractors or subcontractors shall enter into any contract or subcontract or arrangement in connection with the program in which any office, agency, or employee of EAP during his tenure or from one year thereafter has any financial interest direct or indirect.

The City shall not be obligated or liable hereunder to any party other than EAP.

In the event of any breach or default hereunder by EAP during the term of this Contract in performing the terms and conditions required of EAP hereunder then and upon the happening of such event, the City shall give written notice to EAP of such breach of default and EAP shall immediately surrender to the Finance Director of the City the prorated balance remaining in the contract year.

If any portion of this Contract is held invalid, the remainder hereof shall not be affected if such remainder would then continue to conform to the terms and requirements of the applicable law.

Should funding not be appropriated for any employee assistance services before December 2011, the City may notify EAP in writing and cancel this contract. A refund, if any, shall be prorated based upon the number of months of service and the total annual cost for that year.

This contract represents the entire and integrated agreement between the City and EAP and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or assigned upon written agreement of the parties and signed by the City and EAP.

The terms of this contract shall be for a period of three years from and after January 1, 2009.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed this

_____ day of _____, 20_____.

ATTEST:
City of Lincoln, Nebraska
a municipal corporation

Mayor

Date

Continuum EAP
A non-profit corporation


Board President


Executive Director

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JSS CONTI-2	DATE (MM/DD/YYYY) 07/09/08
PRODUCER The Glienke Agency, L.L.C. 1200 Valley West Dr.; Ste 503 West Des Moines IA 50266 Phone: 515-267-8555 Fax: 515-222-5999		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Continuum Employee Assistance 1135 M Street, Suite 400 Lincoln NE 68508-2196		INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pro. Liability <input checked="" type="checkbox"/> Phys/Sex Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK320151	07/23/08	07/23/09	EACH OCCURRENCE	\$ 1000000	
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000	
					MED EXP (Any one person)	\$ 5000	
					PERSONAL & ADV INJURY	\$ 1000000	
					GENERAL AGGREGATE	\$ 3000000	
					PRODUCTS - COMP/OP AGG	\$ 3000000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK320151	07/23/08	07/23/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY:	EA ACC	\$
						AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	PHUB241512	07/23/08	07/23/09	EACH OCCURRENCE	\$ 1000000	
					AGGREGATE	\$ 1000000	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTH-ER	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
A	Property Section	PHPK320151	07/23/08	07/23/09	BPP Loc 1	77659	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Proof of Insurance Property Deductible is \$1000							

CERTIFICATE HOLDER

CANCELLATION

To Whom it May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Scott R. Glienke, CPCU, CIC <i>Scott R. Glienke</i>
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